

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)	
)	
Amendment of Section 73.202(b))	MB Docket No. 16-320
Table of Allotments)	RM-11774
FM Broadcast Station)	
(Gaylord, Michigan))	

To: Marlene Dortch, Secretary
Federal Communications Commission
Attn: Audio Division, Media Bureau

JOINT COUNTERPROPOSAL

Roy E. Henderson (“Henderson”), licensee of Radio Station WOUF (FM), Beulah, Michigan (Fac.# 14646) (“WOUF”) and Great Northern Broadcasting System, Inc., (“Great Northern”) licensee of Radio Station WLDR-FM, Traverse City, Michigan (Fac.# 24974) (“WLDR-FM”)¹, (together the “Parties”) hereby submit this Joint Counterproposal in response to the Notice of Proposed Rule Making, DA 16-1158 (released October 7, 2016) (“NPRM”) in the above captioned proceeding. In seven simultaneously filed applications, and two simultaneous requests for orders to show cause to accomplish involuntary modifications, the Parties are proposing to modify the facilities of five existing FM stations and to drop in an additional four new FM channels, applications for which are being filed herewith the required fees today. If adopted by the Commission, the aggregate outcome would be provision of first local transmission services to two communities, a second local transmission service to another community, a first non-reserved allotment to yet another, and a substantial total net gain area of over

¹ The licensee of WLDR-FM is wholly owned by Roy E. Henderson.

200,000 persons. These proposed changes are mutually exclusive with the allotments proposal specified in the NPRM. In support hereof, the Parties state the following:

I. Description of Allotments Proposal

1. The Joint Counterproposal, as described in the attached Technical Comments of Gil Moor, consultant to the Parties, contemplates as follows: Station WOUP FM) would relocate to Traverse City, Michigan on Channel 257C1 from Beulah, Michigan; Station WLDR-FM would relocate from Traverse City to Beulah on Channel 270, providing “backfill” for the former modification; Station WMJZ-FM would be required to move from Channel 268C2 to Channel 246C2 at Gaylord, Michigan; Station WATZ-FM, Alpena, Michigan, would be required to move to Channel 268C2; Station WGLQ (FM), Escanaba, Michigan, would agree voluntarily to downgrade from Channel 246C0 to Channel 246C1, pursuant to a Contingent Facilities Modification Agreement, an expurgated copy of which is attached for the FCC’s reference; new channels would be dropped in at Au Gres, Harrisville, Shelby, and Alpena, Michigan. Applications for construction permits on these channels on Form 301 are being filed today, and the required filing fees paid, by Joint Counter proponent Roy E. Henderson. Mr. Moor certifies that all of the proposed allotments are adequately spaced and in all respects fully compliant with the Commission’s FM technical and allocations rules.

II. Changes in Table of Allocations Preferential Under Section 307 (B)

2.. The modifications to the FM Table of Allocations submitted in the Joint Counterproposal squarely meet the criteria set forth in Revision of FM Assignment Policies and Procedures, 90 FCC 2d 88 (1982) and the FCC’s FM technical rules. They constitute a “preferential arrangement of allotments.” Their implementation would fulfill

the critical FM priorities of first local transmission service and substantial net gain in reception service, falling within the "other" category in the priorities². Here, Henderson is proposing several first local transmission services AND over 200,000 new radio listeners. In this day and age of a massive available surplusage of aural services in almost every American radio market of any significance. A more preferential allotment arrangement is difficult to conceptualize. Consequently, adoption of the Joint Counterproposal would plainly serve a fair, efficient and equitable distribution of radio service under Section 307 (B).

III. Conclusion

For the forgoing reasons, Henderson respectfully requests that the Commission approve the instant Joint Counterproposal and grant the concurrently filed Form 301 construction permit applications.

Respectfully submitted,

ROY E. HENDERSON
GREAT NORTHERN BROADCASTING SYSTEM, INC.

By: 

John C. Trent, Esq.
Howard M. Weiss, Esq.
Their Counsel

November 28, 2016

Putbrese Hunsaker & Trent, P.C.
200 S. Church Street
Woodstock VA 22664

² See Moor Technical Comments, *supra*.

Technical Comments

Technical Comments
Regarding Joint Counterproposal to MB Docket 16-320
Roy E. Henderson
November 2016

Roy E. Henderson ("Henderson"), Licensee, WOUF, 257C2, Beulah, MI, wishes to counterpropose MB Docket No. 16-320, RM-11774. Whereas the docket referenced above would establish new service at Gaylord, MI, Henderson counterproposes with a new plan to upgrade from Class C2 to Class C1 at Beulah, MI and add new Class A services at Shelby, Harrisville, Alpena and Au Gres, all Michigan.

Channel 257 C1 – Traverse City, MI

Henderson owns WOUF, 257 C2, Beulah, MI. Through this counterproposal Henderson wishes to re-allot WOUF at Traverse City, MI and increase to Class C1. No new tower construction will be needed since the station will relocate to existing ASR 1006720. In order to accommodate this move, WATZ-FM 257 C2, Alpena, MI must be relocated.

Channel 268 C2 – Alpena, MI

This channel, 268 C2 is the substitute channel for WATZ-FM. This new channel is fully spaced at the current WATZ-FM licensed site. Henderson will reimburse the licensee¹ their customary and reasonable cost to change channels from 257C2 to 268 C2. In order to effectuate this change for WATZ-FM, WMJZ-FM, Gaylord, MI must also make a change of channels.

Channel 246 C2 – Gaylord, MI

This channel, 246 C2 is the substitute channel for WMJZ-FM currently occupying Channel 268 C2. This new channel is fully spaced at the current WMJZ-FM licensed site when WGLQ downgrades to Channel 246C1. The WGLQ downgrade application is simultaneously filed with this counterproposal. WMJZ-FM on Channel 246C2 is the element that conflicts with MB Docket No. 16-320, RM-11774. Henderson will reimburse the WMJZ-FM licensee² their customary and reasonable cost to change channels from 268C2 to 246 C2.

¹ FCC records indicate WATZ-FM is owned by Ross A. Biederman Living Trust Dated 10/09/1991.

² FCC records indicate WMJZ-FM is owned by Darby Advertising, Inc.

Channel 270 C1 – Beulah, MI

This instant counterproposal seeks to re-allot WLDR-FM, Channel 270 C1 from Traverse City, MI to Beulah, MI. This will allow Beulah, MI to have the same number of services as was originally allocated to the city (given that Channel 257C2 is proposed to be re-allotted to Traverse City on Channel 257 C1). No actual physical change needs to be made to the WLDR-FM transmission system or site since the current 70 dBu city grade signal covers Beulah.

Gain and Loss Areas

There is no change in the 60 dBu service area of WATZ-FM or WMJZ-FM. These two stations simply have a change of channel. However, WOUF as a Class C1 station at Travers City displays a larger gain over the area and population served by WLDR-FM which is leaving Traverse City. The Channel 257 C1 gain area consists of 6925 SQ KM of land area and 102,180 persons. The Channel 270 C1 loss area is 2319 SQ KM and 24,945 persons. This makes a net gain of 4606 SQ KM of land area and 77,235 persons. Although both channels are Class C1 channels, the Channel 257 C1 proposed herein is more inland with more of the 60 dBu signal over populated area rather than Lake Michigan.

There is a large increase between the current 257 C2 at Beulah compared to the newly proposed Channel 270 C1. Channel 270 C1 at Beulah has a gain area of 6952 SQ KM and a population increase of 143,190 persons when compared to the traditional WOUF coverage on 257 C2. There is also a small loss area of 70.4 SQ KM and 9,392 persons. This makes a net gain of 6881.6 SQ KM and 133,798 persons.

WGLQ after its reduction to Class C1 from C0 will have a slight reduction of coverage. The Class C0 coverage is 121,862 persons. The Class C1 coverage is only reduced by 2960 persons or 2.428% to 118,902 persons. Much of the present/proposed 60 dBu service is over water. However, the area served over land area is only reduced by 2.17% or by 373.57 SQ KM.

New Services

The reorganization of stations in this counterproposal allows four new services to be assigned:

256 A at Au Gres, MI

44 07 31.4 N – 83 34 40.3 W

Au Gres, MI is a town with a population of 889 persons (2010 Census). There are no other stations already allocated there so this is the first local service to Au Gres. The city's advertising phrase is "A town that celebrates four seasons". Their web site can be viewed at

“cityofaugresmi.com”. The uniform terrain 60 dBu will serve 21,090 persons in 1,385 SQ KM of land area.

258 A at Harrisville, MI

44 39 23 N – 83 17 41 W

Harrisville is a town with a population of 493 persons. Already there is WSFP, a NCE facility on Channel 203. The addition of Channel 258 would be second allocation at Harrisville, MI but the first commercial allocation. The uniform terrain 60 dBu will serve 16,688 persons in 1,168 SQ KM of land area.

258 A at Shelby, MI

43 41 32 N – 86 25 14 W

Shelby, MI is located in Oceana County. It has a population of 2065 persons. Channel 258 A would be the first local service to Shelby, MI. The uniform terrain 60 dBu will serve 28,374 persons in 1438 SQ KM of land area.

256 A at Alpena, MI

45 08 29 N – 83 19 48 W

Alpena, MI has a population of 10,483 persons. Already assigned there are WGZR, 205 A; WCML, 219 C0; WATZ, 257 C2 but this rule making is requesting they be re-allotted to 268 C2; WZTK, 289 A; WHSB, 299 C1 and WAZT (AM), 1450 kHz. The addition of Channel 256 A to Alpena would make the 7th service allocated to that city. The uniform terrain 60 dBu will serve 26,339 persons in 935 SQ KM of land area.

Contained herein is the Allocation Study from the perfect allocation references for each of the four new allocations being proposed. Also find the uniform terrain 70 dBu contours to illustrate 70 dBu coverage of the city of license. A form 301-FM for each new service has been prepared and simultaneously filed with this counterproposal.

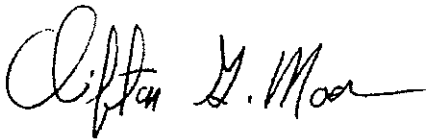
Proposed Changes

<u>City</u>	<u>Present</u>	<u>Proposed</u>
Traverse City	270 C1	257 C1
Beulah	257 C2	270 C1
Alpena	257 C2	268 C2, 256 A
Gaylord	268 C2	246 C2
Escanaba	246 C0	246 C1
Au Gres		256 A
Harrisville		258 A
Shelby		258 A

This instant counterproposal is being filed timely with regard to MB Docket No 16-320, RM-11774. Roy E. Henderson wishes to point out net gains in population served and land area served in Beulah and Traverse City. In addition to this, four totally new broadcast services will be born to include first local service in Shelby and Au Gres as well as the second local (first commercial service) at Harrisville.

Because of the gains outlined in this Technical Exhibit are in the public interest, it is suggested that this counterproposal be granted as soon as possible.

All facts and information found in this joint counterproposal are sworn to be true to the knowledge of the undersigned.

A handwritten signature in black ink, appearing to read "Clifton G. Moor". The signature is fluid and cursive, with the first name "Clifton" being more prominent and the last name "Moor" following in a similar style.

Clifton G. Moor, President
Bromo Communications, Inc.

November 28, 2016

Searching at Proposed WOUF (FM) Reference Site (ASR 1006720)

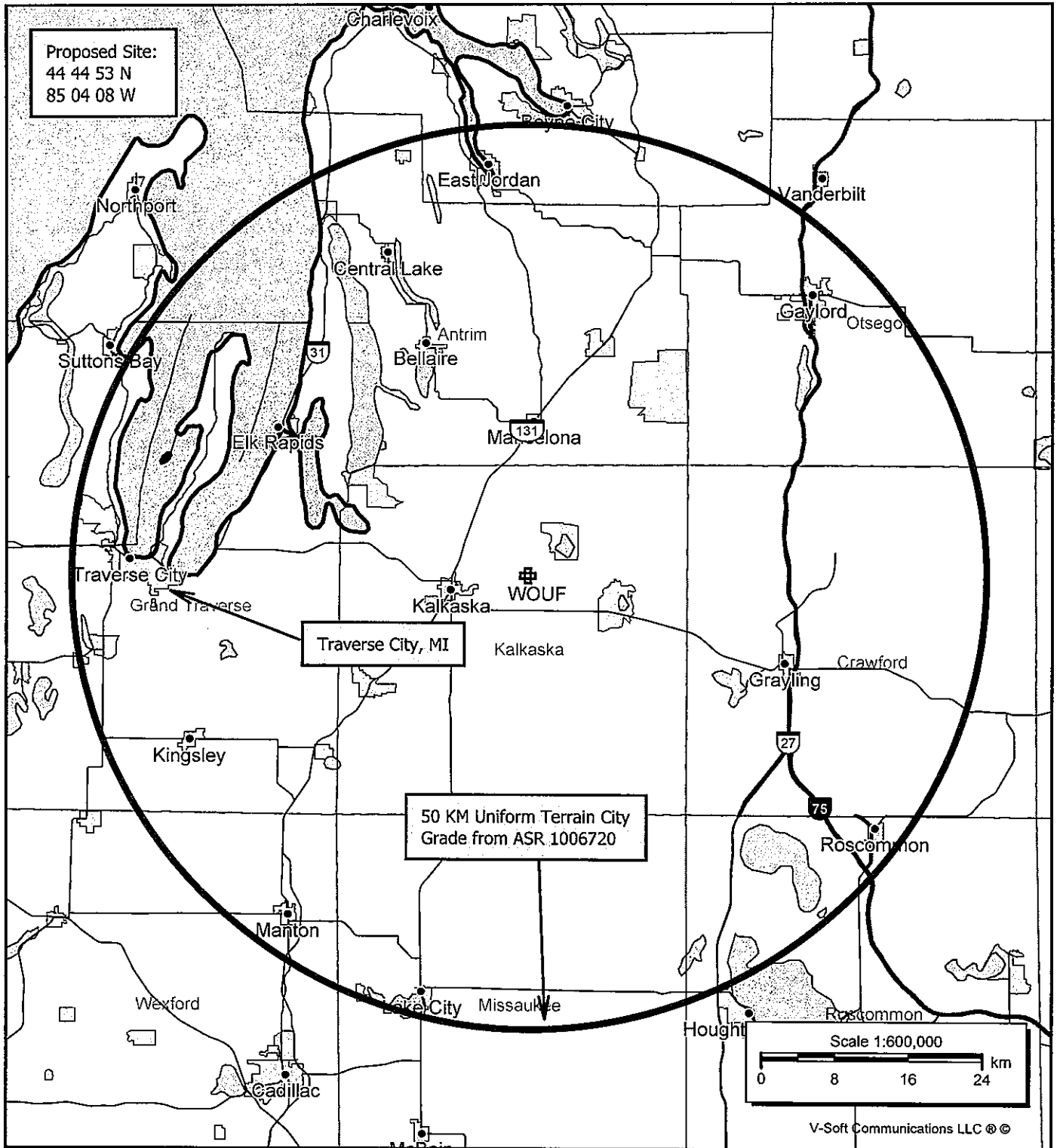
REFERENCE		DISPLAY DATES
44 44 53.0 N.	CLASS = C1 Int = C1	DATA 11-12-16
85 04 08.0 W.	Current Spacings to 3rd Adj.	SEARCH 11-13-16
----- Channel 257 - 99.3 MHz -----		

Call		Channel	Location		Azi	Dist	FCC	Margin
WOUF	CP -N	257C2	Beulah	MI	249.5	63.63	223.5	-159.9
WOUF	LIC	257C2	Beulah	MI	260.3	87.89	223.5	-135.6
WATZ-FM*	LIC	257C2	Alpena	MI	83.7	121.34	223.5	-102.2
WKLZ-FM	LIC	255C1	Petoskey	MI	6.5	81.62	81.5	0.12
WYSS	LIC	258C1	Sault Ste. Marie	MI	15.7	190.57	176.5	14.1
WJQK	LIC	257A	Zeeland	MI	198.7	226.20	199.5	26.7

Reference station has protected zone issue: Canada
 % = Station fails 73.215.
 All separation margins include rounding

*WATZ-FM is to move to Channel 268 C2 as proposed in this proceeding.

Bromo Communications, Inc.



Rule Making to Add 257 C1 to Traverse City, MI
Class C1 Uniform Terrain City Grade Coverage
Traverse City, MI

Bromo Communications, Inc.

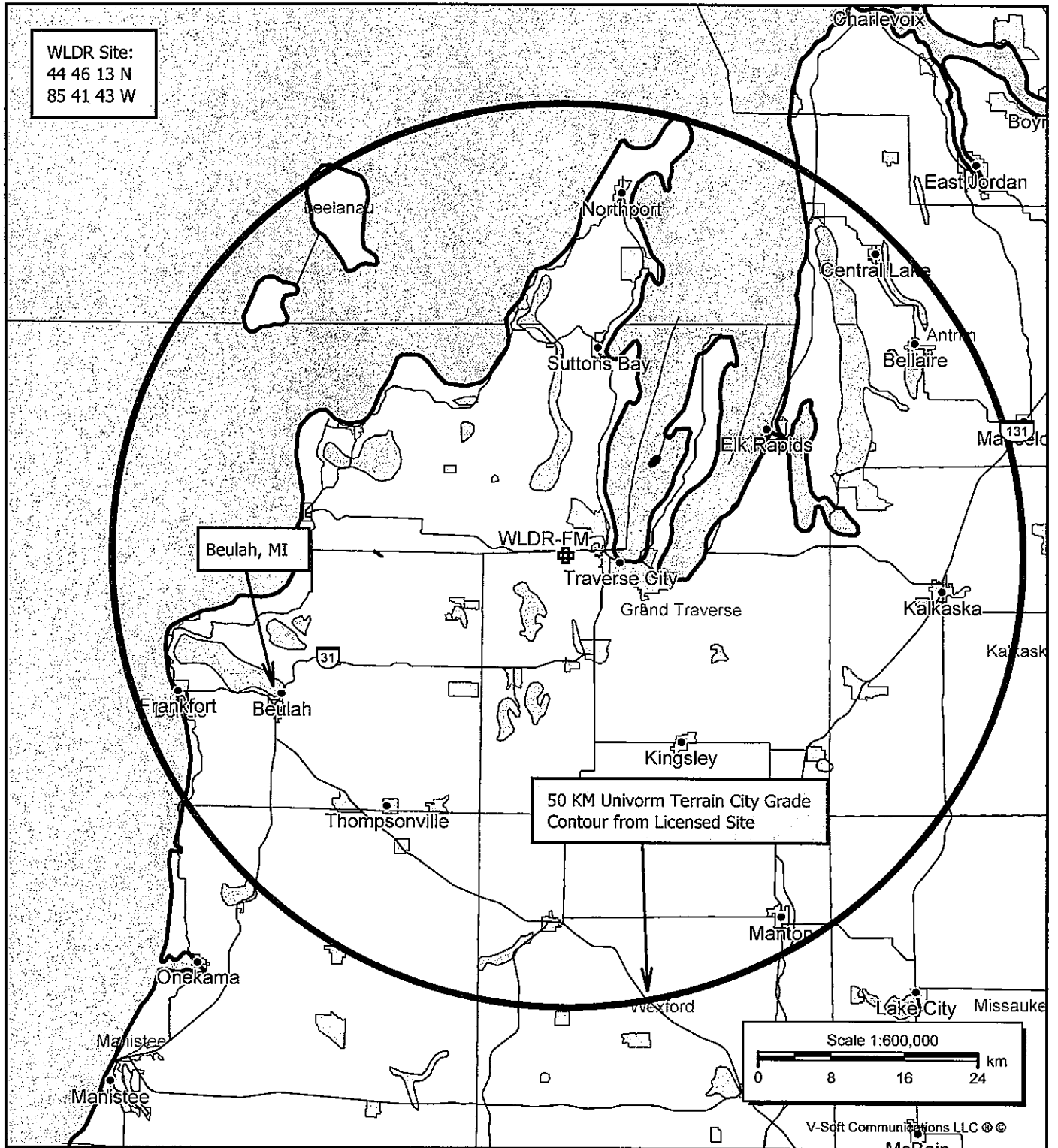
November 2016

Searching at WLDR Reference Site
City of License Change From Traverse City to Beulah, MI

REFERENCE		DISPLAY DATES
44 46 13.0 N.	CLASS = C1 Int = C1	DATA 11-12-16
85 41 43.0 W.	Current Spacings to 3rd Adj.	SEARCH 11-13-16
----- Channel 270 - 101.9 MHz -----		

Call	Channel	Location	Azi	Dist	FCC	Margin
WLDR-FM	LIC 270C1	Traverse City	MI 0.0	0.00	244.5	-244.5
WRKU	LIC-Z 271A	Forestville	WI 267.6	135.77	132.5	3.3
WMTE-FM	LIC 268A	Manistee	MI 217.8	78.48	74.5	4.0
WPRJ	LIC 269A	Coleman	MI 137.0	145.00	132.5	12.5
WMRR	LIC 269B1	Muskegon Heights	MI 197.3	173.63	160.5	13.1
WOLW	LIC-D 216C1	Cadillac	MI 181.5	54.96	33.5	21.5
WMJZ-FM	LIC 268C2	Gaylord	MI 74.3	105.40	78.5	26.9
WKQS-FM	LIC-N 270C2	Negaunee	MI 324.4	253.04	223.5	29.5

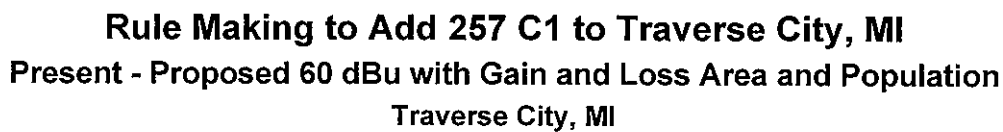
Reference station has protected zone issue: Canada
All separation margins include rounding



Rule Making to Add 257 C1 to Traverse City, MI
WLDR Uniform Terrain City Grade Coverage over Beulah, MI
Replacement Service to Beulah, MI

Bromo Communications, Inc.

November 2016



November 2016

Searching at Au Gres, MI From Perfect Allocation Reference

REFERENCE		DISPLAY DATES
44 08 42.0 N.	CLASS = A Int = A	DATA 11-12-16
83 37 45.0 W.	Current Spacings to 3rd Adj.	SEARCH 11-13-16
----- Channel 256 - 99.1 MHz -----		

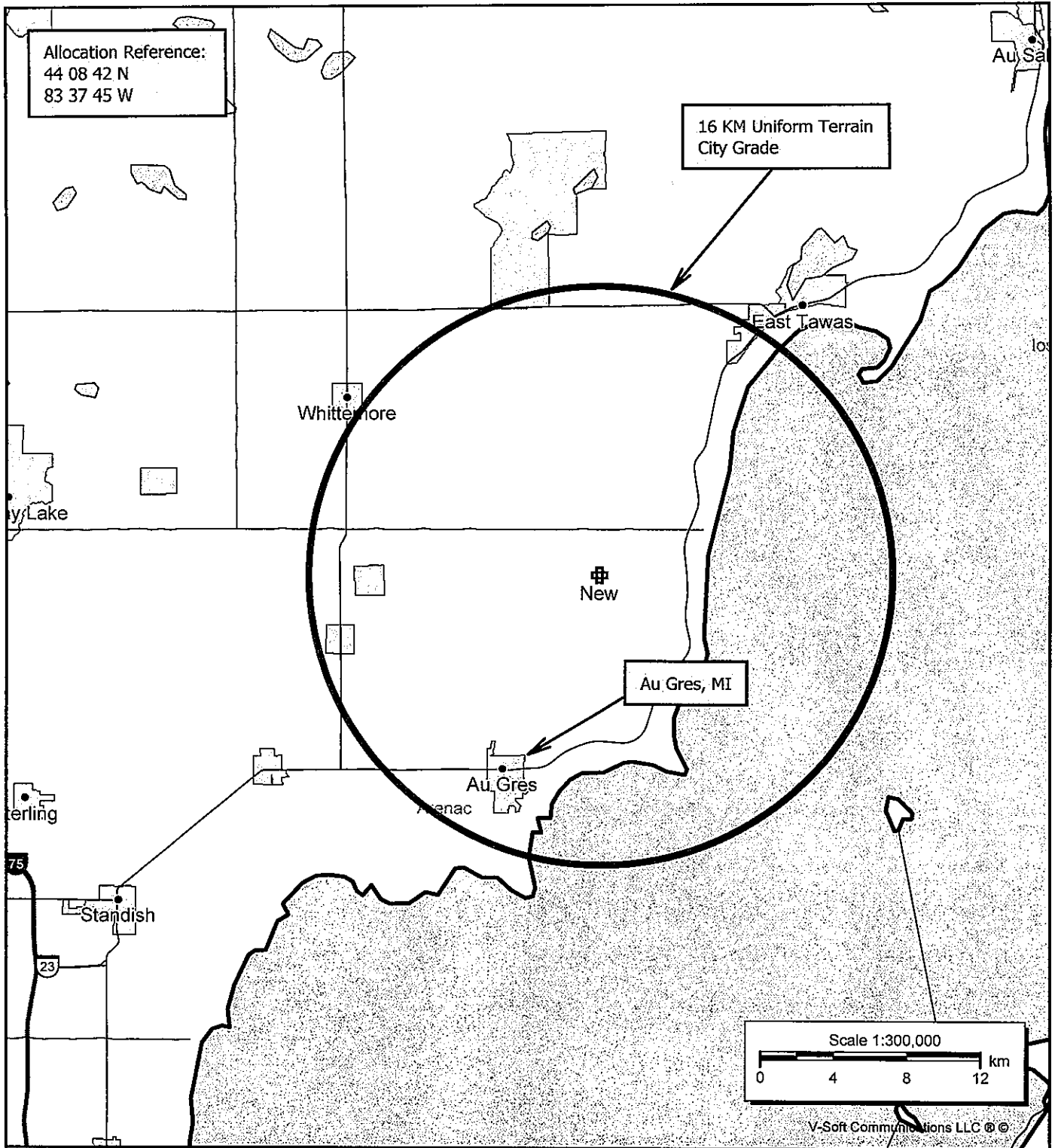
Call	Channel	Location		Azi	Dist	FCC	Margin
WATZ-FM(1LIC	257C2	Alpena	MI	4.9	79.40	105.5	-26.1
WOUF(2 App	257C1	Traverse City	MI	300.9	132.76	132.5	0.26
WFMK LIC	256B	East Lansing	MI	203.6	177.81	177.5	0.31
AL7141 VAC	256A	Lexington	MI	133.9	122.84	114.5	8.3
WUPS LIC	253C1	Harrison	MI	280.6	90.38	74.5	15.9
WUGN LIC	259C0	Midland	MI	226.7	101.60	85.5	16.1
R14902 RSV-R	259C0	Midland	MI	226.8	101.69	85.5	16.2
WOWE LIC	255A	Vassar	MI	174.1	94.50	71.5	23.0

Reference station has protected zone issue: Canada
 % = Station fails 73.215.
 RSV-R = reserved - needs protection, RSV-A = allocation.
 All separation margins include rounding

(1 This proposal seeks to order WATZ-FM from Channel 257 C2 to Channel 268 C2.

(2 WOUF is considered at the Class C1 coordinates proposed herein to serve
 Traverse City, MI: 44 44 53 N, 85 04 08 W.

Bromo Communications, Inc.



Rule Making to Add 257 C1 to Traverse City, MI
Channel 256 City Grade Service
Au Gres, MI

Bromo Communications, Inc.
November 2016

Searching at Harrisville, MI From Perfect Allocation Reference

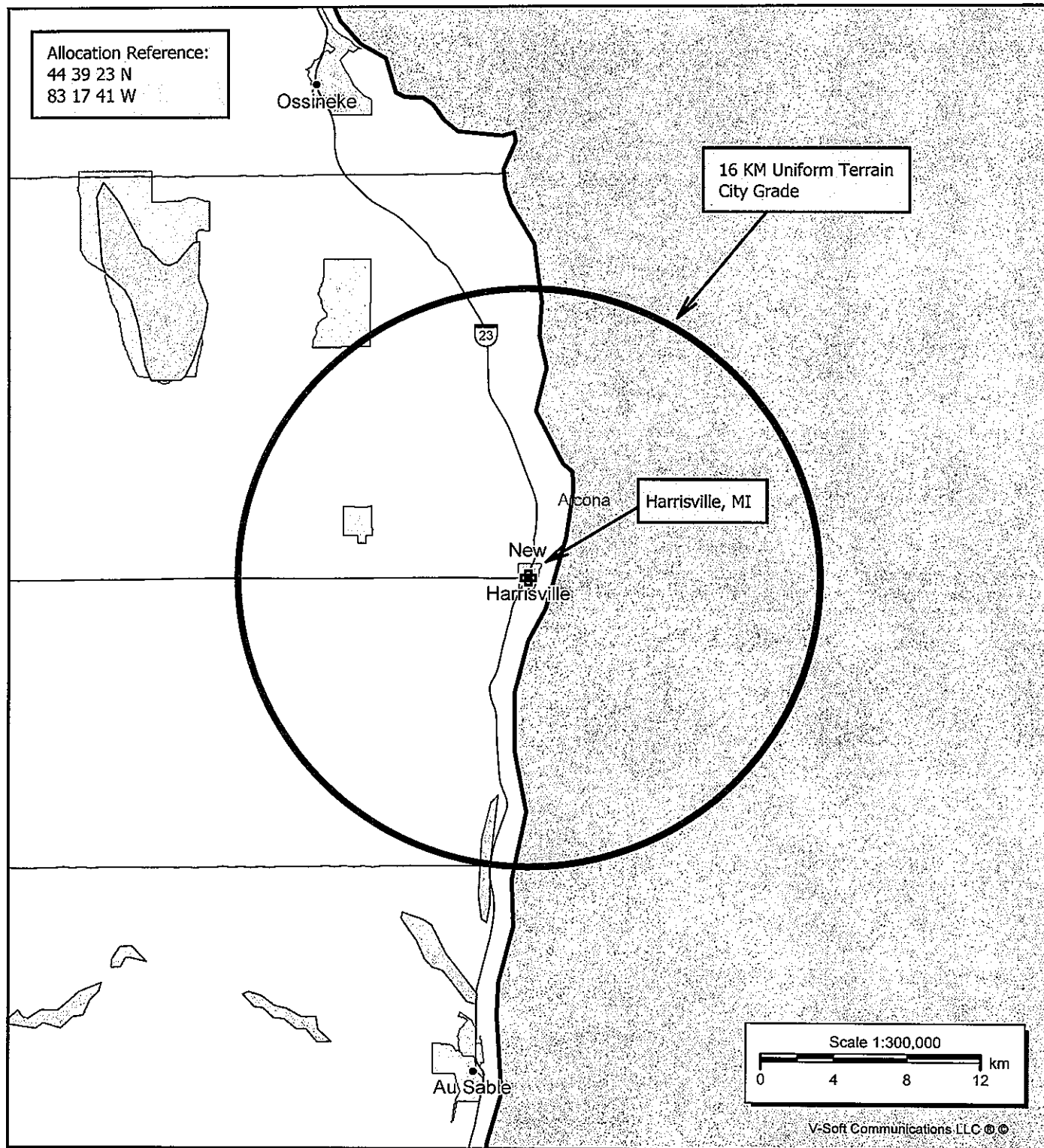
REFERENCE		CLASS = A Int = A	DISPLAY DATES
44 39 23.0 N.			DATA 11-12-16
83 17 41.0 W.		Current Spacings to 3rd Adj.	SEARCH 11-13-16
----- Channel 258 - 99.5 MHz -----			

Call		Channel	Location		Azi	Dist	FCC	Margin
WATZ-FM(1LIC		257C2	Alpena	MI	318.8	29.70	105.5	-75.8
NEW(2	LIC	257A	Au Gres	MI	205.4	74.72	71.5	3.2
WOUF(3	App	257C1	Traverse City	MI	274.8	140.98	132.5	8.5
WUGN	LIC	259C0	Midland	MI	218.7	161.55	151.5	10.1
R14902	RSV-R	259C0	Midland	MI	218.7	161.63	151.5	10.1
WYSS	LIC	258C1	Sault Ste. Marie	MI	336.4	211.74	199.5	12.2
WGZR	CP	205C3	Alpena	MI	318.8	29.70	11.5	18.2

Reference station has protected zone issue: Canada
% = Station fails 73.215.
RSV-R = reserved - needs protection, RSV-A = allocation.
All separation margins include rounding

- (1 This instant Rule Making proposes to relocate WATZ-FM from Channel 257C2 to Channel 268 C2.
- (2 This instant Rule Making proposes to add Channel 257A at Au Gres, MI
- (3 This instant rule Making proposes to move WOEF to Channel 257 C1 at Traverse City.

Bromo Communications, Inc.



Rule Making to Add 257 C1 to Traverse City, MI
Channel 258 City Grade Service
Harrisville, MI

Bromo Communications, Inc.

November 2016

Searching at Reference Coordinates Shelby, MI

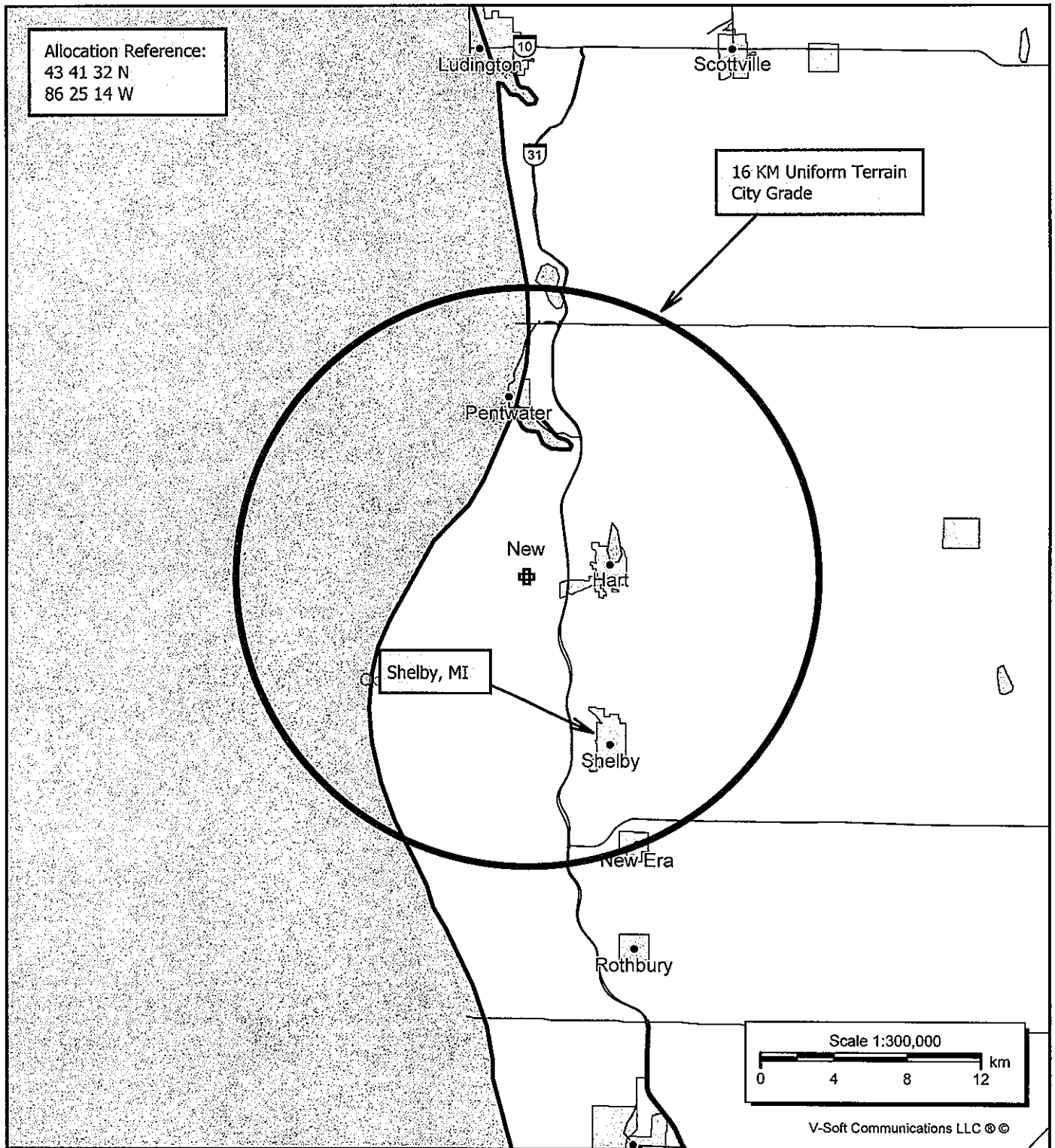
REFERENCE		DISPLAY DATES
43 41 32.0 N.	CLASS = A Int = A	DATA 11-14-16
86 25 14.0 W.	Current Spacings to 3rd Adj.	SEARCH 11-14-16
----- Channel 258 - 99.5 MHz -----		

Call	Channel	Location		Azi	Dist	FCC	Margin
WOUF(1	LIC	257C2	Beulah	MI	11.4	104.13	-1.4
R14902	RSV-R	259C0	Midland	MI	96.8	152.54	1.0
WUGN	LIC	259C0	Midland	MI	96.8	152.62	1.1
AU9814902VAC	260A	Custer	MI	13.4	31.86	30.5	1.4
WPKR	LIC-N	258C2	Omro	WI	275.6	181.65	16.2
WVIB	LIC-D	261A	Holton	MI	152.9	47.21	16.7
WOUF	AP -N	257C1	Traverse City	MI	42.1	159.47	27.0

Reference station has protected zone issue: Canada
 RSV-R = reserved - needs protection, RSV-A = allocation.
 All separation margins include rounding

(1 This instant Rule Making proposes to relocate WOUF from Beulah as a C2 facility to Traverse City, MI as a Class C1 facility. This Shelby proposal is mutually exclusive with WOUF C2 at Beulah and can coexist with WOUF C1 at Traverse City.

Bromo Communications, Inc.



Rule Making to Add 257 C1 to Traverse City, MI
Channel 258 City Grade Service
Shelby, MI

Bromo Communications, Inc.

November 2016

Searching at Alpena, MI From Perfect Allocation Reference

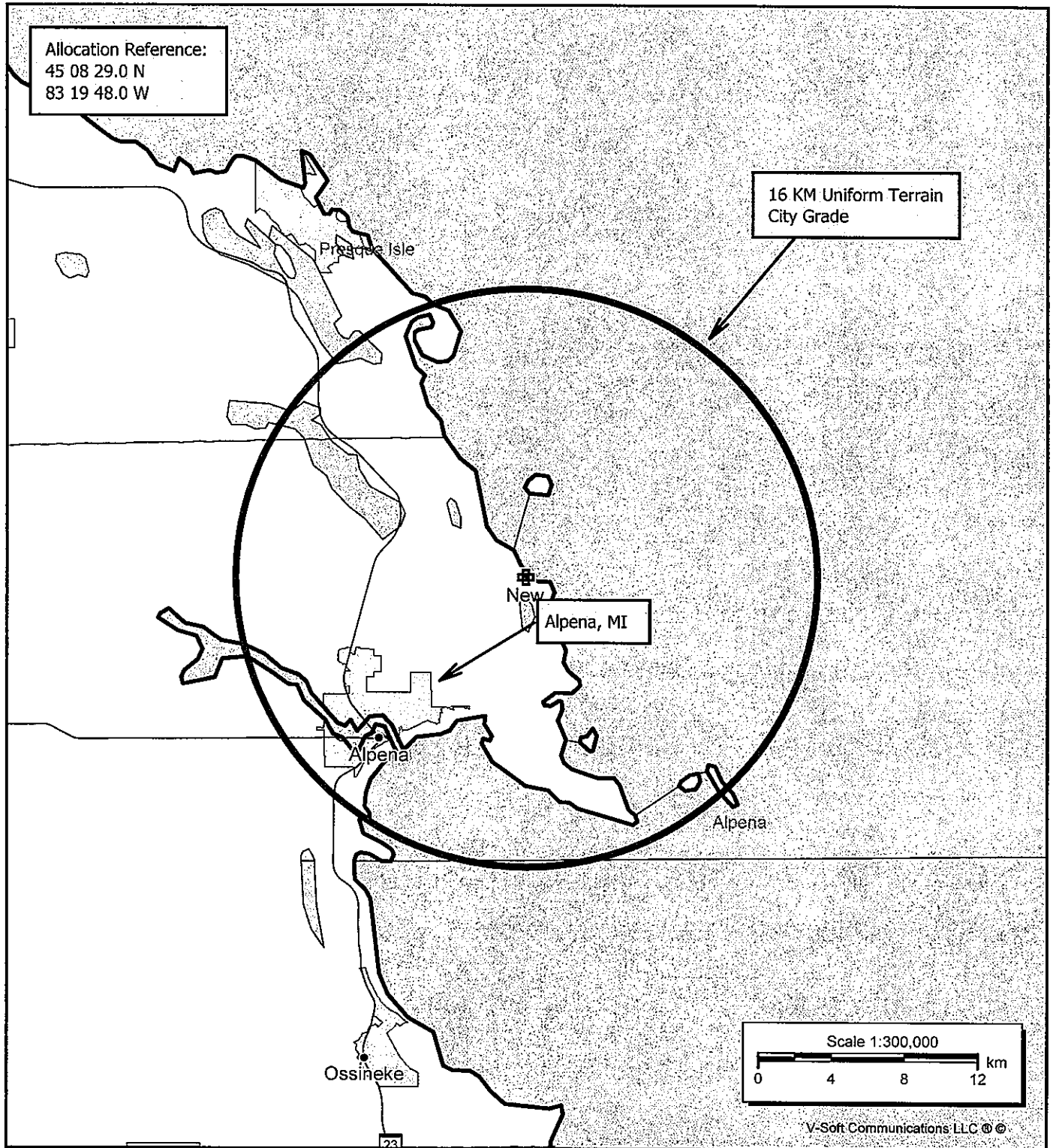
REFERENCE		DISPLAY DATES
45 08 29.0 N.	CLASS = A Int = A	DATA 11-27-16
83 19 48.0 W.	Current Spacings to 3rd Adj.	SEARCH 11-27-16
----- Channel 256 - 99.1 MHz -----		

Call	Channel	Location		Azi	Dist	FCC	Margin
WATZ-FM(1LIC	257C2	Alpena	MI	208.0	35.78	105.5	-69.7
NEW(2 VAC	256A	Au Gres	MI	189.9	114.57	114.5	0.07
WKLZ-FM LIC	255C1	Petoskey	MI	287.0	132.51	132.5	0.01
WOUF(3 LIC	257C1	Traverse City	MI	252.9	144.03	132.5	11.5
AL3065 VAC	256A	Espanola	ON	43.1	170.48	150.5	20.0
WUPS LIC	253C1	Harrison	MI	230.2	146.59	74.5	72.1
WYSS LIC	258C1	Sault Ste. Marie	MI	329.7	162.37	74.5	87.9

Reference station has protected zone issue: Canada
 % = Station fails 73.215.
 All separation margins include rounding

- (1 WATZ-FM is to move to Channel 268 C2 as proposed in this proceeding.
- (2 New service to Au Gres, MI is proposed in this proceeding.
- (3 WOUF is proposed to be relocated to 257 C1 at Traverse City in this proceeding.

Bromo Communications, Inc.



Rule Making to Add 257 C1 to Traverse City, MI
Channel 256 City Grade Service
Alpena, MI

Bromo Communications, Inc.
November 2016

Contingent Facilities Modification Agreement

FACILITIES MODIFICATION AGREEMENT

THIS FACILITIES MODIFICATION AGREEMENT (hereinafter the "Agreement") is made and entered into as of November 28, 2016 (hereinafter the "Effective Date") by and between ROY E. HENDERSON (hereinafter, "Henderson"), and AMC PARTNERS ESCANABA, LLC (hereinafter, the "Licensee").

RECITALS

A. Henderson is the licensee of WOUF(FM), Beulah, Michigan (Channel 257C2) (Facility ID No. 14646), and the Licensee is the licensee of Station WGLQ(FM), Escanaba, Michigan (Channel 246C0) (Facility ID No. 47120). Henderson desires that the facilities of WGLQ be modified to operate on Channel 246C1 instead of Channel 246C0 (the "WGLQ Change"), thereby facilitating the modification of the facilities of Station WOUF to operate on Channel 257C1 at Traverse City, Michigan, and to provide new aural service to several other nearby communities. The Licensee has agreed, subject to the terms and conditions set forth below, including the prior consent of the Federal Communications Commission ("FCC"), to seek to make the WGLQ Change.

B. Henderson and Licensee believe it to be in their respective business interests and in the public interest to enter into and implement this Agreement, subject to the consent of the FCC. Such consent will be sought by Henderson and the Licensee in a counterproposal and application, respectively, to be filed in FCC MB Docket No. 16-320, RM-11774 (hereinafter the "Rulemaking").

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals.** The above Recitals are hereby incorporated herein by reference.
2. **Consideration To Be Paid By Henderson.** Henderson shall compensate Licensee for agreeing to the WGLQ Change and reimburse Licensee for certain documented out-of-pocket costs incurred in connection with the implementation of the WGLQ Change, in accordance with the terms specified below:
 - 2.a. **Initial Non-Contingent Payment.** Upon execution of this Agreement, and not later than one business day after the Effective Date, Henderson shall pay Licensee the sum of _____ by wire transfer of funds pursuant to written wire instructions which Licensee shall furnish to Henderson on the Effective Date.
 - 2.b. **Contingent Remainder Payment.** Henderson shall pay an additional _____ (the "Contingent Amount") to Licensee if the FCC approves Henderson's counterproposal filed in the Rulemaking (the "Counterproposal") and each of its component elements, including the change in the FCC Table of Allotments with respect to the WOUF facilities and granting the Licensee's application for the WGLQ Change and such actions become "final" i.e., no longer subject to FCC or judicial reconsideration, review or appeal. Henderson's payment of the Contingent Amount to Licensee shall be due and

payable on the first business day after the date on which the FCC's approval of the Counterproposal and its component elements shall have become "final"..

2.c **Reimbursement of Expenses.** Henderson shall reimburse Licensee, up to a maximum of \$_____, for its documented legal and engineering expenses incurred in connection with its due diligence prior to the execution of this Agreement. Within 15 days after the Effective Date, Licensee shall provide Henderson with documentation of its legal and engineering expenses for which it seeks reimbursement. Within 15 days after receipt of such documented expenses, Henderson shall reimburse Licensee, by check.

3. **Licensee's Obligations.**

3a. **FCC Form 301 Application.** On the Effective Date, the Licensee shall file an application on FCC Form 301 proposing the minor modification of the WGLQ facilities to implement the WGLQ Change. Henderson shall pay the filing fee for this application.

3b. **FCC Form 302 Application.** No later than one business day after Henderson has paid Licensee the Contingent Amount, Licensee shall reduce the power of WGLQ to effectuate the WGLQ Change and, on that same date, Licensee shall file an application on FCC Form 302 for a license to cover the construction permit authorizing the WGLQ Change. Henderson will pay the FCC filing fee for this application.

3c. **No Inconsistent Action.** Provided that Henderson performs all of his payment obligations under this Agreement, if and when due, the Licensee shall take no action, including but not limited to the filing of any application, amendment or pleading, or the withdrawal or dismissal thereof, inconsistent with FCC approval of the Counterproposal.

4. **Default and Remedies.** Each of the Parties understands and explicitly acknowledges that the performance of its obligations under this Agreement is mutually contingent on the performance of the other's obligations under this Agreement, and both Parties' obligations are contingent upon the prior consent of the FCC. Accordingly, the Licensee is not required to implement the WGLQ Change, or any of its component elements, unless Henderson timely meets the payment obligations specified in Section 2 above. In addition to Licensee's civil remedies for breach of contract, the Parties understand and explicitly acknowledge that if Henderson fails to timely pay the Licensee, that inaction shall constitute a material default under this Agreement, rendering it void. In the event of such a default, Licensee may notify the FCC that it no longer wishes to prosecute its application referenced in Section 3(a) above, or, in the event that application has been granted before the payment default by Henderson, Licensee may request cancellation of the construction permit authorizing the WGLQ Change. Likewise, should the Licensee fail to meet its affirmative obligations to take actions, or comply with the restrictions on the Licensee's actions set forth in Section 3c, Henderson shall have available all civil remedies, including but not limited to specific performance. In connection therewith, the Licensee agrees that its undertakings hereunder are unique and irreplaceable and unascertainable, and that award of monetary damages to Henderson would therefore be inadequate and inappropriate. The Licensee waives any argument to be made to the contrary in litigation between the Parties.

5. **Notices.** All notices, requests, demand and other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or five (5) days after being deposited in the United States mail, certified mail, postage prepaid, return receipt

requested, or twenty-four (24) hours after delivery to a reputable courier service which guarantees overnight delivery, addressed as follows:

If to Henderson: Roy E. Henderson
530 W. Main Street
Brenham, TX 77833

With copy to: John C. Trent, Esq.
Putbrese Hunsaker & Trent, PC
200 South Church Street
Woodstock, VA 22664

If to Licensee: Christopher Bernier
AMC Partners Escanaba, LLC
1 West Second Street
Fond du Lac, WI 54935

With copy to: Shelley Sadowsky, Esq.
Shelley Sadowsky, LLC
5938 Dorchester Way
Rockville, MD 20852

6. **Time of The Essence.** Time shall be of the essence with respect to the terms and obligations of this Agreement.

7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one agreement. This Agreement shall be effective at such time as all parties hereto have executed a counterpart of this Agreement and execution thereof has been communicated to the other party or parties to this Agreement.

8. **Integration.** This Agreement contains all of the terms of the Parties' understanding with respect to the matters addressed. No oral or written agreements, understandings, undertakings or arrangements not included herein shall govern the Parties' agreement. This Agreement may not be amended, altered, or modified, except by written amendment executed by both Parties.

9. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan, but not its conflict of laws principles.

10. **Contingent Assignment of Proceeds from Sale of Station KROY(FM), Palacios, Texas.** In the event that alternative, mutually exclusive counterproposals are not submitted by third parties to the FCC in the Rulemaking, Henderson shall provide to the Licensee, as security for the Contingent Amount to be paid per the terms of Section 2(b) above, an assignment of proceeds in the amount of _____ (the "Assignment of Proceeds") which Henderson is to receive upon consummation of the sale and

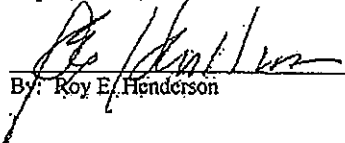
assignment of license of Station KROY(FM), Palacios, Texas, which is pending for FCC approval in File No. BALH-20161128ADK. The Assignment of Proceeds, if required, shall be memorialized in a writing to be drafted by counsel to Henderson and satisfactory to the Licensee within five (5) business days of the Effective Date.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

[SIGNATURE PAGE TO FACILITIES MODIFICATION AGREEMENT]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the day and year first above written.

Roy E. Henderson,


By: Roy E. Henderson

AMC Partners Escanaba, LLC

By: Christopher Bernier, CEO

[SIGNATURE PAGE TO FACILITIES MODIFICATION AGREEMENT]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the day and year first above written.

Roy E. Henderson

By: Roy E. Henderson

AMC Partners Escanaba, LLC

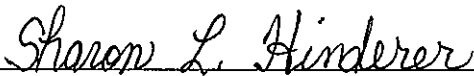
| 

By: Christopher Bernier, CEO

CERTIFICATE OF SERVICE

I, Sharon L. Hinderer, a legal assistant in the law offices of Putbrese Hunsaker & Trent, P.C., do hereby certify that a copy of the "Joint Counterproposal" has been sent via first class, U.S. mail, postage prepaid, this 28th day of November, 2016, to the following:

Kent D. Smith, President
Darby Advertising, Inc.
P.O. Box 1766
Gaylord MI 49734



Sharon L. Hinderer